



## PROJECT

**EUROPEAN OPEN CALL FOR TENDER FOR THE AWARDING OF SERVICES FOR A PROMOTIONAL AND MARKETING CAMPAIGN IN GERMANY, AIMED AT THE PROMOTION, MARKETING AND PLACEMENT ON THE MARKET OF THE TOURIST DESTINATION BRAND “ROMAGNA” – Contract Reference Number/CIG 76358896F0**

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## 1. TECHNICAL-ILLUSTRATIVE REPORT ON THE CONTEXT OF THE SERVICE

### 1.1 CONTRACTING AUTHORITY

APT Servizi - a limited liability company established, pursuant to and by effect of the provisions of applicable regional law in Emilia-Romagna, as *in-house provider* for the Region of Emilia-Romagna, which holds a share of not less than 50%, in implementation of the provisions of Art. 10 of Regional Law 4/2016 - assumes the role of contracting authority in fulfilment of the procedure open pursuant to Legislative Decree 50/2016 for the acquisition of services for a promotional and marketing campaign in Germany, capable of promoting, marketing and placing on the market the destination brand “Romagna”, using tourism businesses - airlines or groupings of airlines (alliances) or concessionaires of advertising spaces controlled by airlines.

The main corporate purpose of APT Servizi is the implementation and technical-business management of the programmes and projects developed in the tourism sector by the Region of Emilia-Romagna and Unioncamere Emilia-Romagna, using regional programming tools and carrying out the functions attributed to it by Regional Law 4/2016. In particular, the company manages activities relating to marketing and promotion overseas and special project and communication activities that are generally connected to the promotion of tourism projects and initiatives, both in Italy and overseas, for the Region of Emilia-Romagna.

Pursuant to Art. 10 of Regional Law 4/2016, APT Servizi:

1. manages and implements regional projects and plans on matters relating to tourism on the domestic market and in particular, specialises in the realisation of projects on international markets;
2. carries out the integrated promotion and development of resources relating to tourism, the environment, history, culture, local crafts and agricultural products;
3. adopts technical-scientific tools for regional decision-making on tourism-related matters;
4. validates tourism projects to be realised on international markets;
5. provides services relating to the planning and realisation of programmes and initiatives relating to tourism, the environment, culture, local crafts and typical agricultural products;
6. manages concerted marketing actions with different sectors;
7. coordinates and provides services to support the internationalisation of tourism companies.

APT Servizi also coordinates a cross-section of themed products that concern several tourism destinations, in order to outline general policies for these products and establish coordinated



actions, in particular on overseas markets. The cross-section of themed products coordinated by APT Servizi are:

- Apennines and Nature Parks
- Spas and Wellness
- Art cities
- Congresses, Conferences, Events
- Motor Valley, Food Valley, Wellness Valley

## **1.2 SUBJECT AND DURATION**

Pursuant to Art. 23, paragraph 15 of Legislative Decree 50/2016, this document outlines the tender whose objective is acquisition of services for a promotional and marketing campaign in Germany, capable of promoting, marketing and placing on the market the destination brand “Romagna”.

The aim of the above is to promote the brand of the territory of Romagna as a whole, as well as its numerous tourism products, by organising a variety of promotional, communication and promo-marketing activities.

More specifically, the services imply provision of the performances specified in Arts. 1 to 3 of the special descriptive and performance-related specifications below.

The contract has a three-year duration, starting from the date the contract is signed with a deadline of 31.12.2021. The contract is for the years 2019-2020 and 2021.

## **1.3 CONTEXT**

Emilia-Romagna travel and tourism industry ended 2017 with almost 57 million overnight stays, a 6.3% increase compared to the 53.5 million registered the previous year. With regard to provenance, this positive balance was due to both an increase in domestic (+6.9% tourists and +5.6% overnight stays) and international demand (+7.6% tourists and + 8.9% overnight stays). The Riviera of Romagna – the largest tourism district in Emilia-Romagna in terms of offer and tourist flows – registered a 6.6% increase in terms of arrivals (7 million) and a 5.2% increase in terms of overnight stays (42 million). Thanks to an excellent trend in spring and a summer season with extremely favourable weather conditions, demand from both domestic and international clientele grew. The international markets registering the most significant growths were Russia, Poland, the Czech Republic and Germany. The first six months of 2018 were also positive, with over 19 million overnight stays, a 6.9% increase compared to 18 million in 2017, which remains an exceptional year for tourism in Emilia-Romagna.

Constant medium-term growth in incoming tourism is without doubt also due to the tourism offer of the territories of Emilia-Romagna becoming increasingly competitive. This has been possible thanks to long-term system policies and strategies, objectives focusing on *internationalisation*, the growth in GDP and tourism's share of the same, the innovation and upgrading of products and services, the specialisation of personnel working in the travel and tourism sector, targeted promotional and marketing plans shared with regional enterprises, experimentation of integrated cross-sector products and last but not least the use of innovative tools, languages and concepts.

Given this scenario and based on the indications of the Region's three-year guidelines for tourism promotion and marketing, in the three-year period running from 2016-2018, several actions were developed and implemented by the Region of Emilia-Romagna – through its in-house service provider APT Servizi (the company in charge of the technical and managerial implementation and running of programmes and projects drafted, in the field of tourism, by Emilia-Romagna Region and *Unioncamere Emilia-Romagna*) – to relaunch the region and regain market share in Germany, the main European catchment area for tourism.

The tourism relationship between Germany and Emilia-Romagna has a “long-standing” tradition and dates from the very beginning era of mass leisure tourism, in which the Riviera of Romagna was a key player. Therefore Germany is a so-called “historic” market that, to this day, is still the main generator of international incoming tourism flows to the Region. The extreme competitiveness of tourist destinations, the constant evolution of the global tourism market that has led to new destinations, trends and consumer patterns becoming established, make periodical repositioning actions necessary. These have a dual goal: on the one hand, they aim to maintain levels of loyalty in the consolidated market segment and on the other, they seek to attract and/or attract back potential new tourists.

The strategy outlines and interventions implemented by APT Servizi on the German target market in the period running from 2016-2018 focus on a series of actions that include B2C campaigns on traditional (TV) and digital mass media, media relations, social networking, joint promotional and marketing campaigns with leading tour operators on the market, collaboration with Deutsche Bahn, which runs the only direct rail service between Germany and Emilia-Romagna, etc.

The new, medium-term three-year project that is the subject of this procedure falls within the context described above. It focuses on integrating and completing the long-term strategy of actions linked to repositioning and relaunching the major tourism district of Emilia-Romagna - the Romagna - in

Germany; a strategy that systematizes several elements and components (tourism, transport, territory) whose interaction is key to a positive outcome in terms of return on investment and social, cultural and environmental growth.

#### **1.4 AIMS**

Thanks to the project, APT Servizi aims to:

- increase inbound tourism flows to Romagna from Germany in order to support the growth and stability of the regional tourism industry;
- intercept new inbound tourist flows from Germany to Romagna and increase the attractiveness of Romagna, through the promotion of new types of access to the territory;
- increase the reputation and value of the Romagna brand in Germany, through synergies with well-known and internationally known tourism brands;;
- consolidate the effectiveness of the promotional and advertising message, connecting it to the commercial activity implemented by airlines who organise and sell travels from Germany to Romagna;

The effectiveness of the promo-commercial campaign will be measured in terms of new tourist arrivals from Germany that will be generated in Romagna, through the sale by airlines of transport services on the target mark, with the aim of guaranteeing measurable economic return.

The methodological approach, on which this project is based, considers the interaction between the tourism and transport sectors, specifically the air sector, which is fundamental for the use and accessibility of a tourist destination and is the main driving force for the development of large-scale mass tourist flows.

#### **1.5 BENEFICIAIRES**

The tender is open to Italian or foreign airlines and/or groupings of airlines (alliances) and/or concessionaires of advertising space controlled by airline companies, that will operate direct flights from Germany to the Romagna region in the three-year period 2019/2021, that will implement a specific destination marketing project including an exclusive promotional and marketing campaign.

Competitors must be in possession of the requirements indicated and defined in Article 5 of the tender Disciplinary.

#### **1.6 PROFESSIONAL KNOW-HOW AND EXPERIENCES REQUIRED**

The know-how and experiences required of economic operators are:

- long-term experience as an airline with business in Germany, with knowledge of the applicable legal framework;
- in-depth knowledge of marketing, including business analysis and comparison with competitors, with knowledge of sales techniques and specialisation in the sector of consumer goods of travel and holidays;
- knowledge of German consumers (travellers and holidaymakers), even via access to tools such as statistics and market research designed at intercepting and interpreting trends and fashions, with particular reference to the travel and holidays sector;
- know-how and long-standing experience in the sector of destination marketing and product development and innovation with the ability to elaborate strategic and operational marketing plans;
- long-standing experience in the use of even hi-tech b2b and b2c channels.

### **1.7 MAIN FEATURES**

The project has a three-year duration with the aim of ensuring that the continuity of the promotional and marketing activities in the medium-term, allows the placement of the product and the destination on the target market and ensures the achievement of the objectives.

The contract for management of the service that is the subject of the tender shall be awarded by means of an open procedure, awarded on the basis of the criteria of the best-value-for-money, as provided for by Art. 95 of Legislative Decree 50/2016.

The element relating to cost shall assume the form of a fixed price on which economic operators shall complete only on the basis of quality criteria.

The maximum point score that can be awarded to each project is 100 points.

As the aim of the tender is to maximize the economic return on the territory, the technical characteristics of the tender prevail.

There are three criteria that form the basis for awarding points to the technical bid and they concern:

- ✓ the impact of the strategy and marketing project on the development, growth and stability of the tourism industry in Emilia-Romagna;
- ✓ the efficacy and efficiency of the promotional marketing campaign;
- ✓ the quality of the creativity of the promotional marketing campaign.

The maximum point score for each criterion and the methods for awarding the same are specified in greater detail in Art. 14 of the tender Disciplinary.

## 2. SECURITY COSTS

In reference to the type of service to be tendered, it is specified that security costs, in the specific case, are equal to zero, given that:

- the tender is for a service of a primarily intellectual nature;
- situations of interference do not apply as the services shall be provided away from the offices of the contracting authority and exclusively by the personnel of the successful bidders, not employed by the contracting authority.

## 3. FINANCIAL FRAMEWORK

Taking into account the object and the three-year duration of the contract, an annual cost of € 250,000.00 net of VAT and / or other taxes and legal contributions, if due, will be envisaged in APT Servizi budget, for a total amount, in the three-year period, of € 750,000.00 net of VAT and / or other taxes and legal contributions, if due.

The expenditure is foreseen in the three-year plan for for purchasing goods and services of APT Servizi, pursuant to Article 21 of Legislative Decree 50/2016.

## 4. DESCRIPTIVE AND PERFORMANCE-RELATED SPECIFICATIONS

**CALL FOR TENDER REGARDING THE AWARDING OF SERVICES FOR A PROMOTIONAL AND MARKETING CAMPAIGN IN GERMANY, FOR THE PROMOTION, MARKETING AND PLACEMENT ON THE MARKET OF THE DESTINATION BRAND “ROMAGNA” European open call for tender pursuant to Legislative Decree 50/2016 – CIG 76358896F0**

### Art 1 Object of the contract

The object of the contract is the acquisition of promotion, marketing and communication services to support and consolidate the image of the destination tourism brand “Romagna” in Germany, as well as to favour and increase inbound tourism flows from Germany to Romagna.

The aim of the above is to develop the territory's economy and promote the tourist offer of Romagna as a whole, with its various products. Focusing on the Coast, Art Cities, Culture, Wellness- Food and Motor Valley, using the following tools:

- promotions and advertising in the sales tools (printed or digital) used by the airline to sell services and products (air travel);
- on and offline b2c advertising campaigns on mass media (press, TV, radio, web, billboard, etc.);
- b2c campaigns on social networks (Facebook, Instagram, YouTube, etc.);

- b2c and/or b2b direct marketing campaigns;
- b2c and/or b2b promotional and marketing events presenting the destination “Romagna”;
- media relations campaigns with a press trip to Romagna

The service of promotional and marketing campaign, that the contracting authority - APT Servizi - intends to acquire must develop, be connected and functional to the achievement of the goals of a strategic marketing plan for the tourist destination Romagna, to be focused on the marketing of air travels from Germany to Romagna.

## **Art 2 Characteristics of the service and implementation methods**

The promotion, marketing and communication services of the tourism destination brand “Romagna” requested in this tender aim to increase and develop tourism flows from the target market - Germany - towards Romagna, with the aim of increasing the region appeal and competitiveness and thus tangibly increasing turnover and ROI; that is, with real and measurable results for the social and economic fabric of the regional territory.

In line with the three-year guidelines of the Region of Emilia-Romagna and the tourism promotion and marketing plan of APT Servizi, the target market is Germany.

The technical bid should guarantee an effective promotional and marketing campaign, which can be measured by means of a corresponding number of tourist arrivals from Germany, to be generated through the sale of air travels to Romagna.

Promotions, marketing and communication, as well as the sale of the product (air travel), must necessarily be carried out exclusively in Germany - the project target market (with the sole exception of the fam and press trips that shall take place in Romagna).

Competing bidders should present a specific project proposal consisting in:

- a three-year strategic marketing plan for the destination Romagna (2019-2020-2021);
- a three-year promotional and marketing campaign plan for the destination Romagna (2019-2020-2021);
- layout proposals of the promotional and marketing campaign for the destination Romagna.

The strategic marketing plan, punctuated in a specific time schedule including facts and figures referring to incoming flows, must be developed in compliance with the minimum thresholds indicated below:

- ⇒ 2019 – a minimum of one direct route from Germany to Romagna for the summer season, with a frequency of once a week, on a plane with a minimum capacity of 140 passengers.



- ⇒ 2020 – a minimum of two routes from Germany to Romagna for the summer season, with a frequency of twice a week on one route and once a week on the other route, on planes with a minimum capacity of 140 passengers.
- ⇒ 2021 – a minimum of three routes from Germany to Romagna for the summer season, with a frequency of twice a week on two routes and once a week on the other route, on planes with a minimum capacity of 140 passengers.

The promo-commercial campaign, an integral part of the strategic marketing plan, being the tool to achieve the sales goals. It must be developed in compliance with the parameters indicated here:

- ⇒ 80% of the actions must be B2C and 30% of the actions must use media not directly owned by the airline company.

### **Art 3 Description of the service**

The promotional and marketing campaign must be exclusively for the destination Romagna only and must provide a mix of the instruments chosen from those indicated in Art. 1 of these specifications, respect the thresholds and the parameters set out in Art. 2 of these specifications, be carried out in Germany and have Germany as the target market.

The creativity of the campaign should integrate the tourism logo of the Region of Emilia-Romagna, which shall be provided by APT Servizi to the economic operator presenting successful bids.

### **Art 4 Service duration and timescale for implementation**

The contract is for three years, specifically for the years 2019-2020-2021.

During the entire execution of the contract, the economic operator awarded the contract must allow the administration to carry out checks on the regular performance of the service, on compliance with the terms and conditions established by contract.

### **Art 5 Tender amount**

The total budget of the tender is € 750,000.00 net of VAT and / or other taxes and legal contributions, if due, for a contract of a total duration of three years (2019-2020-2021).

The maximum annual cost is € 250,000.00 net of VAT and / or other taxes and legal contributions, if due.

The contract will last from the subscription until 31.12.2021. It will be effective from the opening date of the reference accounting year, after ascertaining the transfer of economic resources by the Emilia-Romagna Region to the contracting authority

- APT Servizi - for the implementation of the annual marketing and promotion projects.

The assignment will be formalized every year, in the times and modalities indicated above.

#### **Art 6 Responsibilities and obligations**

The successful bidder is directly and exclusively liable for any damage for reasons attributable to it in any way, caused by either its own personnel to persons or things, belonging to either the administration or third parties, dependent of any omissions or negligence in providing the service. The successful bidder undertakes in any case, to comply with existing law on matters relating to safety and the prevention of workplace injuries applicable in execution of the contract services, all existing legal provisions, regulations concerning social security payments and any other law that may be issued on the matter.

The successful bidder undertakes to fulfil all its obligations towards its employees, pursuant to the legal provisions and regulations applicable on labour and social security payments, assuming the relevant obligations.

The successful bidder also undertakes to implement for its employees, working to provide the services in these specifications, legal and salary-related terms and conditions not lower than those resulting from the collective labour contracts applicable to the category and location where the service is provided.

APT Servizi is absolutely extraneous to the employer-employee relationship between the company and its employees working on the service and can never be involved in any controversy that may arise, given that no employment relationship is deemed to exist between the employees of the company and the contractor APT Servizi.

#### **Art. 7 - Subcontracting**

Pursuant to Art. 105 of Legislative Decree 50/2016 subcontracting is permitted.

#### **Art. 8 Guarantees for tender participation - Provisional and definitive guarantees**

The bid must be accompanied by a guarantee, equal to 2% (two percent) of the tender's total budget, in the form of a deposit or surety, at the option of the bidder, pursuant to art. 93 paragraph 1 of Legislative Decree 50/2016. The amount of the guarantee amount - and its possible renewal - is reduced by fifty percent for economic operators to whom it is issued, - by accredited bodies, in accordance with the European standards of the UNI CEI EN 45000 series and the UNI CEI EN ISO series / IEC 17000 -, the quality system certification in compliance with the European standards of the UNI CEI ISO 9000 series. To benefit from this reduction, the bidders will have to show, when bidding, the possession of the requirement, documenting it in the manner prescribed by current regulations.

The company awarded the contract should draft - prior to signing the contract - a policy to guarantee exact fulfilment of the contract obligations assumed, as well as compensation for any damages caused due to breach of the obligations themselves, equal to 10% of the clearing amount. The guarantee amount - and its possible renewal - are reduced by 50% for economic operators that - pursuant to European laws relating to the UNI CEI EN 45000 and UNI CEI EN ISO/IEC 17000 series - have been issued quality system certification conformant to European UNI CEI ISO 90000 laws by accredited bodies. To benefit from this reduction, economic operators must signal possession of the requisite during the bid, documenting it pursuant to applicable law. If the company does not comply with the provisions of Art. 103, paragraph 1 of Legislative Decree 50/2016, the contracting authority shall declare the commitment forfeited and award the tender to the competing bidder next in the ranking.

The guarantee policy shall only be redeemed once the relationship has concluded and after due fulfilment of contractual, salary and social security obligations have been verified.

#### **Art 9 Security provisions**

In order to guarantee safety in the workplace, the company awarded the contract must strictly adhere to legal provisions applicable in their country on matters relating to the safety of workers.

#### **Art 10 Start of service provision - Verifications - Non-fulfilments**

Promotion, marketing and communication services must be carried out within the term of the contract, following a specific executive plan and an annual time program.

During the entire execution of the contract, the economic operator awarded the contract must allow the awarding administration to carry out checks and controls on correct provision of the service and compliance with the terms and conditions established in the contract.

In order to assess compliance of the provision, the economic operator awarded the contract must send APT Servizi by the 30<sup>th</sup> of December of each year of validity of the contract:

- supporting evidence - printed and/or digital format - proving the realisation of the promotional and marketing campaign for Romagna and the compliance with the execution methods for the service indicated in Art. 3 of these specifications (exclusivity, regional tourism logo, etc.);
- a written report of the marketing action implemented, certifying the total incoming volumes generated in the reference year by the implementation of the strategic marketing plan for the Romagna.

In addition to the provisions of Art. 1453 of the Italian Civil Code (dissolution of the contract due to non-compliance), dissolution operates by right, pursuant to Art. 1456 of the Italian Civil Code (express resolution clause), in the following cases:

- failure to implement the strategic marketing plan (i.e. total cancellation of the flight operating plan, reduction of the flight operating plan beyond the minimum threshold indicated in art. 2 of these specifications);
- failure to implement the promo-commercial campaign;
- failure to comply with the methods of execution of the service indicated in art. 3 of the present specifications;
- failure to send the supporting documents and the annual final report.

In case of imperfect and / or partial execution of the services envisaged by the management project and the tender documents signed by the awarded company, such as:

- partial implementation of the strategic marketing plan (specific cuts and / or partial reductions of the flight operating plan provided that it remains within the minimum threshold indicated in art. 2 of these specifications) and / or of the promotional-sales campaign plan (partial execution) of the activity plan),

following notification of the breaches and assessment of the justifications adopted, APT Servizi can apply a penalty based on the methods described below.

The penalty shall be withheld directly from payments due. Application of penalties does not jeopardize the right to compensation for any damages or any other costs sustained by APT Servizi due to delays or breaches by the company awarded the tender.

Merely by way of example, penalties that could be applied for the following breaches to the obligations assumed by the company awarded the tender include but are not limited to:

- a) 10% of the payment due for cancellation of 10% of the flight operating plan or of the promotional and marketing campaign plan;

Penalties shall increase by a percentage amount directly proportionate to the percentage incidence of the breach compared to the bid presented by the successful bidder.

For reiterated breaches, the penalties indicated above shall double.

For any other breach of the provisions of these specifications or the contract, a penalty of € 100.00 plus VAT if due, shall be applied for each default ascertained.

**The contracting authority has the faculty to legally dissolve the contract, pursuant to Art.**

**1456 of the Italian Civil Code, even if, during execution of the contract, no fewer than four penalties listed in the previous paragraph are applied based on the methods provided for by these specifications.**

In the aforementioned cases, the company awarded the contract shall immediately lose its deposit payment, as well incurring the obligation to fully compensate any direct or indirect damages the authority is forced to sustain, even in relation to awarding of the contract to the subject, for the remaining contract period. If any of the above listed cases occur, dissolution shall legally apply if APT Servizi decides to avail itself of the express resolution clause and notifies the company awarded the bid of this decision in writing.

### **Art 11 Fee and payment method**

The payment of the annual fee (in euro) will be made by bank transfer, further to the corresponding invoice being issued by the contractor, subject to verification by the administration of the conformity of the services and activities realised.

Verification shall take place via acquisition of the documents pursuant to Art. 10 of these specifications.

The economic operator can invoice the service only after having sent to the administration the documents pursuant to Art. 10 of these specifications.

Failure to send such documents represents a serious breach and shall lead to dissolution of the contract, pursuant to and by effect of Art. 1456 of the Italian Civil Code, as provided for by Art. 10 of these specifications.

Any form of voluntary assignment or power of attorney to collect debts is strictly forbidden, unless expressly authorised in advance by APT Servizi.

In any case, payment is subordinate to drafting of the contract. Should the contract be realised by several temporarily associated subjects, the administration shall pay the invoices issued by the agent/head company, which should indicate in detail the activities and the measure of the same realised by each component of the association.

Art. 3, paragraph 7 of Italian law no. 136/2010 - "Traceability of financial transactions" - establishes that the successful bidder should communicate to APT Servizi details identifying its specific current account. Such notification, which must be attached to the contract, should indicate all the elements necessary for financial transactions including, in particular:

- specific references to the company, in other words, full company name, registered office and

the department managing the contract, tax code;

- all details relating to the current account, with particular reference to the IBAN code and possible corresponding details (ABI and CAB and CIN code only for Italian bank accounts, BIC/SWIFT code for international bank accounts, bank name and details of the branch where the current account is held);
- the names and details of any subjects (physical entities) that have a proxy from the company to operate on the special current account, in other words, personal details, fiscal domicile, tax code; an indication of the relationship between the dedicated current account and the tender (if the account has been activated solely for that tender).

If the company awarded the tender does not fulfil the obligations pursuant to Art. 3 of Italian law no. 136/2010 relating to the traceability of financial transactions pertinent to the tender, the contract shall be legally resolved, pursuant to paragraph 8 of the same Art. 3.

For each payment made to the company awarded the contract and with further checks, the administration shall verify that the former has fulfilled its obligations relating to the traceability of financial transactions.

Furthermore, the provisions relating to split payments shall apply, pursuant to Art. 1, paragraph 629, letter b of Italian law no. 190 of 23 December 2014 (Stability Law 2015).

### **Art 12 Dissolution**

In addition to the provisions of art. 1453 of the Civil Code (solvability of the contract for non-compliance), the resolution operates by right, pursuant to art. 1456 of the Civil Code (express resolution clause), in the following cases:

- a) if APT Servizi and the company agree, by mutual consent, to cancel the contract prior to execution of the same;
- b) in the event of the absolute and definitive impossibility for the company to provide the services for reasons not attributable to itself;
- c) due to bankruptcy, dissolution, liquidation or ceased activity;
- d) due to contract assignment;
- e) due to company transfer should APT Servizi decide not to continue the contract relationship with its purchaser; the same procedure is adopted in the case of company leasing or usufruct;
- f) due to fraud, serious negligence or breach or failure to comply with the obligations and terms and conditions undersigned;

- g) in all other cases provided for by applicable law and these specifications (the latter detailed in Art. 10 of these specifications).

The defaulting company shall be charged the higher costs sustained by APT Servizi compared to those provided for by the resolved contract. Damaging execution does not exempt the company from any civil and criminal responsibility incurred by law due to the reasons for resolution.

### **Art. 13 Withdrawal**

APT Servizi has the right to unilaterally rescind the contract at any time, providing at least 30 days' notice is given, to be communicated to the company awarded the contract by certified email, in the event of changes of an organisational nature including but not limited to: merger or elimination or assignment or conferment of the management structures and/or activities the services of this tender refer to; changes to the current management model.

From the communicated date of effective withdrawal, the company awarded the contract should cease providing all contract services in any case ensuring, through direct consultation with the contracting authority, that suspension does not jeopardize the continuity of the service and/or imply any damages to the authority itself.

In the event of withdrawal, the company awarded the contract has the right to payment for the services provided, as long as they were carried out directly, based on the payment and terms and conditions provided for in the contract, expressly waiving any other claim, even of a compensatory nature and any other compensation or indemnity and/or refund, even in derogation of the provisions of Art. 1671 of the Italian Civil Code.

### **Art 14 Confidentiality**

The successful bidder undertakes to fully comply with confidentiality on the information, documents, know-how and other elements provided by APT Servizi, by public bodies and administrations or by any other associations or bodies participating in the project and/or involved in the activities.

### **Art 15 Data processing**

The data provided by bidders, which is obligatory for the purposes connected to this tender, shall be processed by APT Servizi in compliance with existing applicable law (European Regulation (EU) 2016/67, so-called GDPR). The data controller is APT Servizi s.r.l., in the person of its Chairman and legal representative, whilst the data processor is Rita Boselli, Administration Manager and Sole Project Manager.

Personal data processing shall be inspired by principles of lawfulness and correctness, in order to fully protect the rights of bidders and their confidentiality, with the adaptations provided for by Italian law no 241 of 7 August 1990. In particular, the sole aim of the personal data requested for participation in these procedures is to permit verification of possession of the suitability requisites and the inexistence of grounds for exclusion.

#### **ART. 16 Competent court**

For any controversy arising between the administration and the company awarded the tender, the sole competent court is the Court of Bologna.

#### **ART. 17 Contract and costs**

The contract shall be concluded and drafted after the definitive award has become effective, following verification of possession of all necessary requisites.

All contract costs and duties, as well as any other additional and consequent costs, including those for drafting the contract itself and any other costs provided for by existing applicable law shall be at the expense of the company awarded the tender.

#### **Art 18 Final provisions**

Anything not provided for in these specifications shall be governed by applicable legal provisions and pertinent national and regional regulations or agreements specially-agreed and signed between the parties.

#### **Art. 19 Sole Project Manager**

The Sole Project Manager (SPM) is Mrs Rita Boselli who also covers the role of administration office manager and transparency and anti-corruption manager, email address: r.boselli@aptservizi.com.